BENGALURU SOLID WASTE MANAGEMENT LIMITED

Office of Chief Engineer & Chief General Manager (Tech), BSWML, 1st Floor, UNI Building, Thimmaiah Road, Vasanth Nagar, Bengaluru – 560 052.

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No.DGM-1/BSWML/Adde/04/2024-25 Date: 23.12.2024

ADDENDUM-IV

Sub: **"Appointment of Concessionaire on Tipping Fee basis to execute the Comprehensive Integrated Solid Waste Management facilities including Collection and Transportation of MSW from Door-to-Door to designated Secondary Transfer Stations, Secondary Transportation from Transfer Stations to designated Processing Centres and further Processing and Disposal of the 4 packages" (herein referred as "The Project")** of BBMP and Bengaluru Urban District jurisdiction by seeking private sector participation on **Public Private Partnership ("PPP mode - DBFOT Model)**

Ref: Tender Notification No:DGM-1/BSWML/TEND/08/2024-25, Date: 07.11.2024

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The Tender for the above-said work was invited on 07.11.2024 as per tender notification No. DGM-1/BSWML/TEND/08/2024-25. In the RFP, DCA & Schedules of DCA mentioned in KPP portal the clauses mentioned are to be read as under;

S.N	Particular	Clause no	Reference Document (RFP / DCA / Schedules)	Page number	Addendum
1	General	3.1.3(a) A.1.(I,II,III)	RFP	55	In Clause 3.1.3(a) The section & subsection A.1.(I,II,III) to be replaced as enclosed at **Annexure-1**.
2	General	2.26.2	RFP	50	The clause (2.26.2) to be replaced as "*Substitution of the key personnel is permitted, but throughout concession period, substitution of key personnel shall be as per the eligibility under clause 2.2.2 D (Conditions of Eligibility for Key Personnel) of RFP.* *The Substituted personnel shall be approved by the Authority prior to substituting the same on the Site. The Authority's decision shall be final and Binding on this part. Once it is approved by the authority, the required Key personnel can be deployed for the entire concession period without any concern thereof."*
3	General	3.1.3	RFP	61	In Clause (3.1.3) an additional foot

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					note to be added at the end as Sl.No. VII & it should be read as enclosed at **Annexure-2.**
4	General	2.6.17	DCA	20	The clause 2.6.17 to be read as *Deleted.*
5	General	2.11.3	RFP	32	In clause 2.11.3 the term "*In the case significant amendments, the authority shall provide minimum 15 days or the decision of the authority but less than 15 days shall be provided between the date of amendment and the Proposal Due date.*" to be read as "*In the case significant amendments, the authority shall provide minimum 15 days or the decision of the authority but not less than 15 days shall be provided between the date of amendment and the Proposal Due date.*"
6	General	1.1.5	RFP	17	In Clause (1.1.5) an additional sentence to be added at the end of the clause as "*UDD/GOK & BBMP, through the BSWML, has entrusted such powers and functions as company and BSWML and assign to BSWML the tasks relating to solid waste management.* *The UDD has authorized BSWML to take up this project for BBMP and The BUD area, and hence there is no agreement to be signed with the authority. The BSWML and The Concessionaire shall sign the Concession agreement.* *The DCA (agreement page is) is modified and to be read as given below. The detailed page can be* *DRAFT CONCESSION AGREEMENT* *This Concession Agreement (CA) is entered into the ___day of 2024 at Bengaluru, Karnataka* *BETWEEN* *1. The Bengaluru Solid Waste Management Limited (hereinafter referred to as "BSWML") represented by Managing Director (hereafter referred to "Authority") and having its offices at NO. 30/1, 1st and 2nd Floor, UNI Buildings, Thimmaiah Road, Vasanth Nagar,*

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					Bengaluru –560 002, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns. *And* *2. ___(name of the concessionaire) incorporated under the provisions of the Companies Act, 2013 represented by and having its registered office(s) at ( ), (herein after referred to as the "Concessionaire" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes).* *Collectively referred to as "Parties" and individually as "Party"".*
7	General	2.13.2	RFP	33	The clause (2.13.2) shall be replaced as *"The Proposal shall be typed and all supporting documents (submitted online or in hardcopy (except EMD and Tender Fee) shall be signed by their authorized representative of the Bidder The hard copies with Physical signatures to be submitted within 24 hours of the PDD.*
8	General	3.3.1.a	RFP	65	The term "User Fee" to be read as "Tipping Fee"
9	General	APPENDIX-I Form-1: Letter of Proposal Cl. No. 13	RFP	75	In Clause (13) an additional sentence shall be added at the end of the clause as *"The Bank Details are provided as:* *Beneficiary: Bangalore Solid Waste Management Limited* *Bank: Canara Bank* *Account No.: 8401132000077* *Bank branch: BBMP, Sampangiramanagara. Bangalore.* *IFSC Code: CNRB0008401* *MICR Code: 560015100* *GST No: 29AAJCB8656MIZT"*
10	General	APPENDIX-II Form-4: Declaration regarding customs / excise duty exemption for materials to be purchased for use in developing the Project	RFP	116	The "*APPENDIX-II;* *Form-4: Declaration regarding customs / excise duty exemption for materials to be purchased for use in developing the Project"* to be read as *"Deleted".*

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11	General	**Annexure II** Special Cases	RFP	120	The "***Annexure II:*** *Special Cases*" to be read as *"Deleted"*.
12	General	**Annexure III** Model Clause / Certificate / Undertaking to be inserted in tenders etc.	RFP	121	The "***Annexure III:*** *Model Clause / Certificate / Undertaking to be inserted in tenders etc.*" shall be read as *"Deleted"*.
13	General	**APPENDIX-I** Form-7: Proposed Methodology, Technology and Work Plan Cl. No. 5.(d)	RFP	88	The term "*Legacy Waste*" to be read as "*Fresh Waste*"
14	General	3.1.4.a 3.1.4.b	RFP	62	The clause 3.1.4.a and 3.1.4.b to be replaced as enclosed at **Annexure-3**
15	General	15.6.1.r	DCA	97	The clause 15.6.1.r to be read as "*Deleted*"
16	General	15.4.3.(a).(i)	DCA	90	The clause 15.4.3.(a).(i) shall be replaced as *"BSWML shall provide the EIA related documents of the corresponding package to the respective package concessionaires during the award of the work and balance process of the obtaining all statutory approvals from all concern departments including final EIA is the responsibility of the concessionaire."*
17	General	16.1.1.(o).(c).(iii)	DCA	123	In Clause 16.1.1.(o).(c).(iii) The sub-clause 2,4,5 & 6 stands deleted.
18	General	Table 5: ISWM Facility / Satellite Facilities	DCA	158	In Table 5: ISWM Facility / Satellite Facilities under Sl.No 7 the term "Deviation from Environment, Health, Safety Monitoring Parameters" in column 2 to be read as *"The environment monitoring authority shall be CPCB or State PCB and penalties for non-compliance key regulatory requirements as per MSW rules.*
19	General	6.1.2.r	DCA	49	The Clause 6.1.2.r to be read as "Deleted".
20	General	6.1.2.n	DCA	49	The clause 6.1.2.n shall be replaced as *"Authority to handover the existing infrastructure of collection points by no later than 6 months for smooth execution of operations to meet the benchmark criteria set for the concessionaire or as is available basis."*

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21	General	6.1.2.d	DCA	48	The Clause 6.1.2.d to be read as "Deleted".
22	General	Table 6: Billing of User Charges	DCA	158	In Table 6: Billing of User Charges of Cl.No. 19.5 the term "ULB" to be read as *" Zone of the corresponding Package"*
23	General	COD – C&T (Commercial operation Date)	DCA	230	Original definition: COD – C&T (Commercial operation Date) means the date when the Concessionaire begins commercial operations of the Processing Facility pursuant to issuance of Completion Certificate by the Authority Now Read the definition COD-C&T as follows: COD– C&T (Commercial operation Date-Collection & Transportation) means the date when the Concessionaire begins commercial operations of the C&T Facility pursuant to issuance of Completion Certificate by the Authority.
24	General	2.1.4.1.g	DCA	14	In clause 2.1.4.1.g the term "P&P" to be read as *"P&D"*
25	General	2.5.b	DCA	19	In clause 2.5.b the term "*The existing collection and transportation contractors appointed by authority shall operate till end of the period of their current contract or operate till the new system is established by the successful bidder whichever is earlier."* to be read as *"The existing collection and transportation contractors appointed by authority shall operate till end of the period of their current contract or operate till the new system is established by the successful bidder whichever is "later"*
26	General	2.9.15	DCA	25	The Clause 2.9.15 to be read as "Deleted".
27	General	6.2.I.d	DCA	51	The Clause 6.2.I.d to be read as "Deleted".
28	General	2.1.4.1.r	DCA	14	The Clause 2.1.4.1.r to be read as "Deleted".
29	General	3.1.3.a A.2.II	RFP	56	In Clause 3.1.3. a under sub-section A.2.II to be read as enclosed at **Annexure-4**
30	General	3.3.1.a	RFP	65	In clause 3.3.1. a. The term "user fee" to be read as "tipping fee"
31	General				Term "User fee' mentioned in clause 19.5 of DCA and its sub clauses to be read as "Tipping fee"

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32	General	Sl.No. 508 of Replies to the Pre bid Queries			The layout plan of Transfer Station is enclosed at **Annexure -7** for ready reference.

For Further details visit GOK KPP Portal Website www.kppp.karnataka.gov.in

Chief Engineer &
Chief General Manager (Tech)
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